

RECEIVED AND FILED
ROBERT L. SALIM DAVID STAMEY
VERSUS 2010 FEB 28 P.D. 23
BLUE CROSS AND BLUE SHIELD OF LOUISIANA
TENTH JUDICIAL DISTRICT COURT
Emarie Henderson
NATCHITOCHES PARISH, LOUISIANA
LEGAL AFFAIRS
NATCHITOCHES PARISH, LOUISIANA
MAR 23 2019
PETITION

NOW INTO COURT, through undersigned counsel, comes and appears ROBERT L. SALIM, a person of the full age of majority, living and residing in Natchitoches Parish, Louisiana, and who, with respect, represents and shows:

JURISDICTION AND VENUE

1.

Plaintiff, ROBERT L. SALIM ("SALIM") is a resident and citizen of Natchitoches Parish, Louisiana.

2.

Defendant, **BLUE CROSS AND BLUE SHIELD OF LOUISIANA** is a Louisiana corporation authorized to do and doing business in the State of Louisiana, who has appointed as its agent for service of process Herschel C. Adcock, 5525 Reitz Avenue, Baton Rouge, Louisiana, 70809.

3.

The contract of insurance at issue in this case was executed in Natchitoches Parish, Louisiana, and the obligations and performance required under the policy occurred within Natchitoches Parish, Louisiana.

4.

Jurisdiction and venue are therefore proper in Natchitoches Parish, Louisiana.

FACTS

5.

At all times relevant to this matter, plaintiff, ROBERT L. SALIM, was insured under a policy of group health insurance issued by BLUE CROSS AND BLUE SHIELD OF LOUISIANA to ROBERT L. SALIM, APC.

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GUILLET &
JOHNSON, L.L.C.
616 FRONT STREET
P.O. BOX 1036
NATCHITOCHES, LA
71458-1036
(318) 352-2302

ATTEST A TRUE COPY
This the 4 day of Mar, 20 19
DAVID STAMEY, CLERK, 10th JDC., LA
By: Jenny Cooper Dy. Clerk

6.

The policy is identified as a Group Policy, being Policy No. [REDACTED]1ERC 0000, said policy having an original effective date of May 1, 2009, and an amended effective date of May 1, 2018. The group insurance policy is not subject to the Employment Retirement Income Security Act of 1974 ("ERISA"), and therefore, defendant is not exempt from any State law causes of action alleged by plaintiff.

7.

In November, 2018, plaintiff was diagnosed with a type of throat cancer.

8.

Plaintiff's medical providers at MD Anderson Cancer Center suggested a specific course of medical treatment necessary to have the best chance of saving his life and doing less permanent damage to his body.

9.

Plaintiff submitted a claim for insurance coverage and benefits under the group health plan reference above.

10.

By letter dated October 12, 2018, defendant denied plaintiff's claim and denied all treatment recommended by the plaintiff's doctors on the basis that said treatment was not "medically necessary."

11.

Plaintiff subsequently submitted a Level 1 appeal of defendant's denial, which included communication from MD Anderson Cancer Center in support of coverage for the recommended treatment.

12.

On October 20, 2018, defendant denied plaintiff's appeal.

13.

Plaintiff subsequently initiated an External Review Appeal, which appeal was also denied by BLUE CROSS AND BLUE SHIELD.

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14.

Plaintiff has exhausted all appeals and reviews, internal and external, of his claims under the group plan referenced above.

CAUSES OF ACTION

BREACH OF CONTRACT

15.

At all relevant times plaintiff complied with the terms of the Group Policy required for coverage under the terms and conditions of said policy.

16.

Plaintiff properly submitted a claim for benefits under the Group Policy.

17.

Defendant, BLUE CROSS AND BLUE SHIELD is obligated to pay for medical treatment, operations, and other services that are medically necessary and not experimental or investigational as defined and covered under the terms of the Group Policy.

18.

The treatment recommended for plaintiff's cancer is medically necessary and is not experimental or investigational.

19.

Thus, BLUE CROSS AND BLUE SHIELD is obligated under the Group Policy to pay for, subject to the terms of coverage amounts, the treatment for plaintiff's throat cancer.

20.

Defendant, BLUE CROSS AND BLUE SHIELD was provided with specific information and evidence by plaintiff's doctors and medical providers establishing that the recommended treatment is effective for the specific cancer plaintiff is fighting.

21.

Defendant failed to cover the treatment recommended by plaintiff's doctors, despite multiple appeals and the submission of evidence and information establishing that the required treatment is the standard of care for plaintiff's condition.

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22.

Plaintiff continues to wrongfully deny plaintiff's claim based upon the incorrect and outdated position that the recommended treatment is not "medically necessary."

23.

Defendant, BLUE CROSS AND BLUE SHIELD OF LOUISIANA breached the contract with plaintiff by failing to pay for covered claims, forcing plaintiff to initiate multiple appeals without providing a reasonable review in consideration of information and evidence submitted in support of each appeal, and otherwise failing to comply with its obligations under the terms of the Group Policy.

24.

Plaintiff has sustained actual damages as a direct result of defendant's breach of contract.

BAD FAITH

25.

Defendant, BLUE CROSS AND BLUE SHIELD OF LOUISIANA, as an insurer, owns plaintiff, SALIM, as an insured, a duty to deal fairly and act in good faith under Louisiana law.

26.

The acts and omissions of defendant in the investigation, evaluation, delay and decision on plaintiff's claims were unreasonable, improper, contrary to establish medical standards, and constitute bad faith for which plaintiff's seeks penalties and attorney's fees in accordance with Louisiana Revised Statute 22:1821.

27.

Plaintiff shows that defendant received written notice and Proof of Claim and defendant's denial of said claim was without just and reasonable grounds, thus entitling plaintiff to penalties and attorney's fees as provided in Louisiana Revised Statute 22:1821.

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28.

Defendant's actions in requiring plaintiff to initiate multiple appeals without providing reasonable and adequate consideration of

the information submitted by or on behalf of plaintiff, improperly and arbitrarily denying coverage for medical treatments, ignoring evidence that the recommended treatment has been established as the medical standard of care, intentionally or recklessly caused severe emotional distress to plaintiff beyond that which a reasonable person should be expected to endure.

29.

As a direct and proximate result of defendant's actions, plaintiff has sustained injuries, including, but not limited to, monetary losses, stress, bodily injury, delay of medical treatment, mental anguish, and emotional distress.

WHEREFORE, plaintiff prays that this Petition be filed, and after due proceedings had there be judgment herein in favor of plaintiff, ROBERT L. SALIM, and against defendant, BLUE CROSS AND BLUE SHIELD OF LOUISIANA, for all damages warranted, plus penalties and attorney's fees, together with legal interest on said sum from date of judicial demand until paid.

CORKERN, CREWS, GUILLET & JOHNSON, L.L.C.
Attorneys at Law
Post Office Box 1036
Natchitoches, Louisiana 71458-1036

BY:

RONALD E. CORKERN, JR.,
Bar Roll No. 4403
Attorney for Salim

PLEASE SERVE:

BLUE CROSS AND BLUE SHIELD OF LOUISIANA
through its agent of service of process
Herschel C. Adcock
5525 Reitz Avenue
Baton Rouge, Louisiana 70809

MAR 15 2019

MAR 19 2019



D1860105

CITATION

ROBERT L. SALIM

Tenth Judicial District Court

VS

Parish of Natchitoches

**BLUE CROSS AND BLUE SHIELD OF
LOUISIANA**

LEGAL AFFAIRS

State of Louisiana

MAR 20 2019

DOCKET NUMBER: C-90952 A

**TO: BLUE CROSS AND BLUE SHIELD OF LOUISIANA
THROUGH ITS AGENT FOR SERVICE OF PROCESS HERSCHEL C. ADCOCK
5525 REITZ AVENUE
BATON ROUGE, LA 70809**

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition. The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within FIFTEEN (15) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Natchitoches Parish Courthouse, in the City of Natchitoches in said Parish.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within FIFTEEN (15) days, judgment may be entered against you without further notice.

Witness the Honorable Judges of our said Court on this MARCH 4, 2019.

DAVID STAMEY, Clerk of Court

BY:



Nancy Cooper
Deputy Clerk
Natchitoches Parish

ATTORNEY:

RONALD E. CORKERN, JR.

ATTACHMENTS:

CERTIFIED COPY OF PETITION

NOTICE

Access to the Natchitoches Parish Courthouse is available to those persons with disabilities who require a ground level entrance through the St. Denis Street entrance. To request special accommodation call the Clerk of Court at (318) 352-8152 or the office of the Chief Judge at (318) 357-2210. The following facilities are available to persons with disabilities:

- *Ground level access at St. Denis Street entrance to courthouse
- *Handicapped accessible elevator to all floors
- *Wheelchair accessible doors to courtrooms